**PERUSAHAAN PETANDA BINTANG SDN. BHD.**

**v.**

**ASBIR, HIRA SINGH & CO.**

HIGH COURT MALAYA, PENANG
TUAN VINCENT NG KIM KHOAY J
[ORIGINATING PETITION NO. 26-5-91]
7 APRIL 1995

***LEGAL PROFESSION**: Section 130 Legal Profession Act 1976 - Petition for delivery and taxation of bill of costs - Whether fees excessive and unconscionable - Whether petition filed within period stipulated in s. 126 LPA - Whether Court precluded from invoking inherent jurisdiction to order taxation where petition filed out of time - Consideration of s. 70(4) Solicitors Act 1974 (UK) - Failure to file affidavit in support of petition - Whether required - Order 9 Rules of the High Court.*

***LEGAL PROFESSION**: Petitioner named as party liable to pay bank's solicitors' costs in loan agreement - Whether ss. 126 & 130 Legal Profession Act 1976 applicable to enable petitioner to seek order against bank's solicitors for delivery of bill of costs and taxation - Whether party liable to pay precluded from filing petition for taxation after payment made - Effect of payment of fees before and after delivery of bill of costs - Whether payment of fees voluntary.*

The petitioner had entered into a loan agreement dated 19 September 1988 with UMBC Berhad (the bank) for the purchase of 4,150,000 stock units (the shares) in Benta Plantations Bhd. The bank engaged the respondent as their solicitors to obtain repayment of the balance of the loan and on 28 and 29 June 1991, the bank issued written demands to the petitioner. The petitioner arranged to repay the loan and redeem the shares but the respondent imposed a condition that they be paid their costs of RM40,000 before the shares could be redeemed. Having no choice, the petitioner duly paid the sum of RM40,000.

By clause 23 of the loan agreement the petitioner was bound to pay the costs of the bank's solicitors and the bank had filed a writ for the recovery of the loan but the claim had in fact been settled prior to the service of the writ. Thus the petitioner claimed that the fees demanded by the respondents were manifestly excesssive. The petitioner wrote to the respondents on 4 July 1991 requesting for delivery of a bill of costs for taxation. Not receiving a response, the petitioner filed a petition to the Court on 27 July 1991 pursuant to s. 130 of the Legal Profession Act 1976 (LPA) that the respondents be ordered to deliver a bill of costs for work done to be taxed and to refund any excess payment due to the petitioner.

The respondent raised the following objections:

(i) the petitioner had sought an inherent as well as statutory jurisdiction of the Court whereas the House of Lords had construed s. 70(4) of the Solicitors Act 1974 (UK) as having displaced the Court's inherent jurisdiction to make orders of taxation of bill of costs where the application had been made more than 12 months after payment of the bill;

(ii) there was no affidavit filed in support of the petition;

(iii) sections 126 and 130 of the LPA was inapplicable to enable a borrower to seek an order against the bank's solicitors for the delivery of a bill of costs and have it referred for taxation;

(iv) the costs had been paid and there was failure to make protest at the time of payment; and

(v) the costs was voluntarily paid and was made through solicitors.

**Held:**

**[1]** By virtue of their role as watchdog over the conduct of solicitors, the Courts here are not precluded under the LPA from invoking its inherent jurisdiction, in approriate cases, even in petitions made outside the stipulated period, where the facts pleaded disclose a serious misconduct of gross overcharging or fraud on services rendered by an advocate and solicitor. In any event, this petition was filed well within the time stipulated in s. 126 of the LPA despite the non-delivery of the bill of costs.

**[2]** There is no requirement either in the Atkins Court Forms or in O. 9 of the Rules of the High Court that the petition must be supported by an affidavit except where there are special provisions relating to petitions of that particular class under any written law.

**[3]** Section 126(1) read in conjunction with 130(1) of the LPA clearly provides that not only the party chargeable with the bill of costs, but also any person liable to pay the cost either to the party chargeable or to the advocate and solicitor, could avail himself of this provision to apply to the Court for an order for the delivery of the bill of costs by petition to the Court. The jurisdiction to order a bill to be delivered is distinct from the jurisdiction to order the bill to be taxed, and delivery may be ordered even though afterwards taxation may not be ordered.

In the instant case there is justification to grant the prayer for delivery and taxation as the respondent had not challenged the petitioner's assertion that the fees demanded by the respondent was manifestly excessive and unconscionable. Furthermore, the very basis of a lawyer's remuneration for services rendered is his charges for actual work done; his costs can never be grounded on the factor of the high value of security held by, or amount of money owed to his clients by the party chargeable.

**[4]** For the purposes of the LPA, only payment of a sufficient bill of costs previously delivered could constitute payment but not when payment is made without a previously delivered bill. A party liable to pay may yet petition for an order of taxation even after the bill of costs has been paid, if special circumstances can be shown.

**[5]** Considering the contents of the petition and the submissions of Counsel, not only was the fee of RM40,000 charged by the respondent *prima facie* grossly excessive and highly unconscionable, but it was also clear from the two letters dated 28 and 29 June 1991 that the petitioner was under unbearable pressure to pay whatever sum demanded by the respondent due to the escalating daily interest payable to the bank while the shares were held by the latter.

*[Petition granted with costs]*

**Cases referred to:**

*Kintyre Park Development Pte Ltd. [1991] 1 MLJ 85* ***(refd)***
*Harrison & Ors. v. Tew [1988] 2 WLR 1 CA [1990] 2 WLR 210 HL* ***(dist)***
*Re Longbotham & Sons [1904] 2 Ch 152* ***(cit)***
*In Re Foster [1920] 3 KB 306 @ 314* ***(cit)***
*Duffett v. McEvoy [1885] 10 App. Cas. 300, 302, 303* ***(cit)***
*Re West, King and Adams, ex parte Clough [1892] 2 QB 102* ***(cit)***
*Re A Solicitor, Re Taxation of Costs [1947] 1 ALL ER 369* ***(cit)***

*Re Dawson & Bryan [1860]; 28 Beav. 605* ***(cit)***
*Re Harding [1847], 10 Beav. 250* ***(cit)***
*Re Massey [1909], 101 LT 517* ***(cit)***
*In Re Boycott Vol. XXIV Ch. D p. 571, CA 1885* ***(cit)***

**Legislation referred to:**
Legal Profession Act, 1976, ss. 116, 118, 126, 130(1) & (3) & 131
Rules of the High Court 1980, O. 9 rr. 1 & 2
Solicitors Act 1974 [UK], s. 70(2) & (4)

**Other sources referred to:**
*Atkins Court Forms*
*Halsbury's Laws of England*, 4th Edn., Vol. 44, p. 133, para 175, p. 133 & p. 135, para 178. p. 135 & p. 148, para 192, p. 148
*Cordery's Law Relating to Solicitors* (7th Edn.), pp. 238 to 239, para III, pp. 240 to 241, para IV, p. 387 para 71 & p. 384, para 68

*For the petitioner - R.R. Sethu (R. Rajasingam with him); M/s. Rajasingam & Company*
*For the respondent - Hira Singh; M/s. Asbir, Hira Singh & Company*

**JUDGMENT**

**Vincent Ng Kim Khoay J:**

The petitioner herein had by this originating petition dated 27 July 1991 (encl. 1) under s. 130 of the Legal Profession Act, 1976 filed a petition of costs and prayed that the legal firm of M/s. Asbir, Hira Singh & Company be ordered to, *inter alia*:

(a) deliver to the petitioner within 14 days after the order made, a bill of costs for the said work in which they have been employed as solicitors by the bank and that the said bill may be referred to the Senior Assistant Registrar to be taxed and settled with all the usual directions.

(b) refund to the petitioner any over payment found to be due to the petitioner upon such taxation together with interest of 8% per annum from 1 July 1991 to the date of repayment thereof.

The statement of facts and grounds in the petition of costs reads as follows:

1) The petitioner had entered into a loan agreement ("the loan agreement") dated 19 September 1988 with United Malayan Banking Corporation Berhad (`the bank') together with a memorandum of deposit for 4,150,000 stock units of RM1 each in the capital of Benta Plantations Bhd. ("the shares").

2) By letter dated 25 March 1991 the bank demanded payment of the balance of the loan and for this purpose the bank had employed Asbir, Hira Singh & Company as its solicitors ("the solicitors").

3) The solicitors also wrote a letter to the petitioner and its solicitors dated 24 April 1991 demanding repayment of the loan.

4) The petitioner had made arrangements to repay the loan and redeem the shares.

5) The solicitors as a condition of the repayment and redemption by release of the shares upon repayment insisted that they be paid a sum of RM40,000 by way of their costs.

6) A sum in excess of RM1,581.80 was paid to the bank as repayment of the loan which the petitioner believed was utilised as part payment of the solicitors costs. The solicitors pursuant to their letters of 28 June 1991 and 29 June 1991 demanded the balance sum of RM38,418.20 in costs to be paid in full satisfaction of their costs before the shares can be released.

7) The petitioner had no choice but to pay the said sum of RM40,000 in addition to the redemption sum to secure the release of the shares which were to be pledged with the refinanciers.

8) The balance of the said sum of RM38,418.20 was paid to the solicitors on 1 July 1991.

9) Pursuant to cl. 23 of the loan agreement, the petitioner was bound to pay the costs of the bank's solicitors. Though the bank had filed proceedings for recovery against the petitioner *vide* Penang High Court Civil Suit No. 22-140-91 (the writ), the bank's claim was settled and paid even before the service of the writ.

10) The petition was filed because the petitioner was dissatisfied with the quantum of the fees demanded and received by the said solicitors, which was manifestly excessive and unconscionable; and as such, the petitioner being the party chargeable and liable for the payment of costs was entitled to have the said solicitor's costs taxed under the provisions of ss. 126 and 130 of the Legal Profession Act 1976.

11) The petitioner had by letter dated 4 July 1991 applied to the said solicitors for the delivery of a bill of costs in respect of the said work aforesaid and for taxation thereof, but the said solicitors had not responded to the said letter.

At the hearing of encl. 1, it was submitted by Mr. R.R. Sethu, Counsel for the petitioner that the petitioner had already agreed to repay the debt owing to the bank and arrangements had been made with other lenders to provide the necessary finance. Before the release of securities, the respondent had said that approximately RM40,000 would be their costs, and subsequently by their letter dated 29 June 1991, they confirmed that their fees was that amount. Consequently, this amount was paid on 1 July 1991. The petitioner maintained that they had no choice but to pay in order to secure the release of the shares, which were the securities intended to be pledged to a re-financier. The respondent's client (UMBC) had filed the writ but the matter was settled even before the service of the writ. The complaint is that the fee of RM40,000 is excessive and unconscionable as the nature of the work done to-date by the respondent in filing the writ only involved a few thousand dollars at the very most.

The application was made under s. 130 (1) of the Legal Profession Act, 1976 (the Act) which states as follows:

> An order for the delivery of a solicitor's bill of costs, and for delivery up of any deeds, documents or other papers in the possession of the advocate and solicitor may, subject to any lien which such advocate and solicitor may have, and for the taxation of the bill when delivered, be obtained on a petition of course.

and subsection (3) of the same section further provides that the Court shall have the like jurisdiction as the High Court in England to make an order under subsection (1).

Section 126 of the Act provides that an order for the taxation of a bill of costs delivered by any advocate and solicitor "may be obtained by a petition as a matter of course by the party chargeable therewith, **or by any person liable to pay the cost** either to the party chargeable or to the advocate and solicitor, at any time within six months from the delivery of the bill ...".

a It is not seriously contended that no bill of cost - such as has been defined in the case of *Kintyre Park Development Pte Ltd*. [1991] 1 MLJ 85 at C - Rt p. 87 had been delivered by the respondent to the petitioner; only that solicitor's two letters of demand dated 28 June 1991 and 29 June 1991, had been sent. It is also noted that this petition was filed on 27 July 1991, within one month of the solicitor's demand. Hence, there is no question that this petition had been filed well within time.

b The respondent raised the following objections to the petition, and for convenience I shall deal with them separately as follows:

*(A) Re: Statutory and inherent jurisdiction sought:*

The respondent had contended that the petitioner company in its petition had sought an inherent as well as the statutory jurisdiction of the Court whereas the House of Lords' case
c of *Harrison & Ors v. Tew* [1990] 2 WLR 210, had held that on its true construction of s. 70 (4) off the Solicitors Act 1974 (UK Act) - which states that "the power to order taxation conferred by subsection (2) shall not be exercisable on an application made by a party chargeable with a bill after the expiry of 12 months from the payment of the bill ..." - had displaced the Court's inherent jurisdiction to make orders for taxation of the bill of cost where the relevant application had been made after more than 12 months after payment of the bill.
d It ought to be noted that that House of Lords' decision turned on the true construction of the very clear provisions in s. 70(4), which was intended by the legislature to oust the Court's inherent jurisdiction. See also the decision by the Court of Appeal (the Court below) in the same case, reported in [1988] 2 WLR 1. Be it noted that in *Harrison & Ors v. Tew* (*supra*) the petitioner had sought an order for taxation after the expiry of 12 months from the payment of the bill of costs by invoking the inherent powers of the Court. There is no such similar
e express provision in s. 126 of the Act to oust this Court's inherent jurisdiction. In my view, by virtue of their role as watchdog over the conduct of solicitors (being officers of the Court), the Courts here are not precluded under the Act from invoking its inherent jurisdiction, in appropriate cases, even in petitions made outside the stipulated period, where the facts pleaded disclose a serious misconduct of gross overcharging or fraud on services rendered by an advocate and solicitor. I cannot see the purpose of this objection. In any event, it is
f a point made wholly off tangent, as this petition was filed well within the time stipulated in s. 126 of the Act, and despite the non-delivery of the bill of costs.

*(B) Re: There was no affidavit filed in support of the petition:*

There is no requirement either in the *Atkins Court Forms* or in O. 9 of the Rules of the High Court that the petition must be supported by an affidavit. This O. 9 r. 1 states that unless
g otherwise provided by special provisions relating to petitions of that particular class made by any written law, every petition under r. 2 of the Order must include a concise statement of the nature of the claim made or the relief or remedy required in the proceedings begun thereby. And s. 126 states that the application thereunder may be made "**by a petition as a matter of course**".

h We have to bear in mind that proceedings begun by way of petition are similar to proceedings by writs. And just as there are no requirements for writs of summons to be supported by affidavits (save for interlocutory applications thereunder), so also a petition - subject of course to special provisions relating to petitions of that particular class under any written law e.g. divorce petitions - need not be supported by affidavits. In the current case it is also pertinent to note that the respondent has not filed any affidavits on the matter.

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*(C) Re: Section 126 and 130 of the Act is inapplicable to enable a borrower to seek an order against the bank's solicitors for the delivery of a bill of cost and have it referred for taxation:*

My attention was drawn to the vital fact that cl. 23 of the loan agreement expressly imposes liability on the petitioner to pay the cost of the respondent's solicitors, being the solicitor and client cost of the lender, for contentious as well as non-contentious work. And s. 126(1), read in conjunction with 130(1) of the Act clearly provides that not only the party chargeable with the bill of cost, but also any person liable to pay the cost either to the party chargeable or to the advocate and solicitor, could avail himself of this provision to apply to the Court for an order for the delivery of the solicitor's bill of cost by petition to the Court. See para 194 of the *Halsbury's Laws of England* 4th Edn. Vol. 44 and similar provisions in *Cordery's Law Relating to Solicitors* (7th Edn.), pp. 238 to 239 para III, 240 to 241 para IV and p. 387 para 71. In England, the jurisdiction of the High Court to make orders for the delivery by a solicitor of a bill of cost (and for the delivery of or otherwise in relation to any documents in his possession, custody or power) is extended to cases in which no business has been done by him in the High Court. By virtue of s. 130(3) of the Act this Court is clothed with the same jurisdiction as the English Courts to make an order for delivery of a solicitor's bill of costs in respect of contentious as well as non-contentious matters. See p. 384 para 68 of *Cordery's* (*supra*).

Section 131 of the Act also empowers the Court to order a delivery of the bill of cost upon an application by a party other than the party chargeable. As such, upon careful consideration of the Act and the relevant case authorities, the Court would have not only statutory but also inherent and general powers of supervision over the fee that solicitors charge in non-contentious matters as well as and similar to contentious matters as provided under s. 116 and 118 of the Act. Here, it would appear that the petitioner was left without any clue from the respondent as to whether the cost demanded was for wholly contentious or part contentious and part non-contentious work done.

Furthermore, a mortgagor is, in any event, entitled to have taxation of the bill of cost of the solicitors acting for the mortgagee. See *Re Longbotham & Sons* [1904] 2 Ch. 152 and *In Re Foster* [1920] 3 KB 306 @ 314. And indeed in some cases, delivery of a bill may be ordered solely to see whether there are grounds for taxation. The reason being that the jurisdiction to order a bill to be delivered is distinct from the jurisdiction to order the bill to be taxed, and delivery may be ordered even though afterwards taxation may not be ordered: (See per Lord Blackburn in *Duffett v. McEvoy* [1885] 10 App. Cas. 300, 302, 303); *Re West, King and Adams, ex parte Clough* [1892] 2 QB 102 at 108 and *Re A Solicitor, Re Taxation of Costs* [1947] 1 ALL ER 369. It has been said that the jurisdiction of the High Court to make such an order rests in the first place on the original or inherent jurisdiction of the Court over its own officers, and in the second place on the statutory provisions. See *Halsbury's Laws of England,* (4th Edn.), para. 175 at p. 133 and para. 178 at p. 135.

Although this Court could, by virtue of *Duffett v. McEvoy* (*supra*) have granted only the first limb of prayer (a) of the petition (namely an order only for delivery of a bill of costs) and deferred decision on the 2nd limb of the prayer, I nevertheless found enough justification to, and granted the whole of prayer (a) for delivery of the bill and for taxation. The reason being that the respondent had not challenged the petitioner's assertion that the fees demanded by the respondent was manifestly and plainly excessive and unconscionable. The only rebuttal by Mr. Hira Singh, the senior partner of the respondent law firm, in his submission, was that a bill had been rendered to his clients (the bank) but the petitioner -

a though being the party liable to pay the cost - is not entitled to a copy of the bill, allegedly rendered by his firm. His absurd stance brings to mind the case of a schoolboy who refuses to show what is in his hand but yet nevertheless maintains his innocence. And, this untenable stance taken by Counsel was further compounded by his lame submission that this Court ought to bear in mind that the sum owed by the petitioner to the bank was in the region of 17 to 18 million ringgit. Surely, the very basis of a lawyer's remuneration for services rendered b is his charges for actual work done; his costs can never be grounded on the factor of the high value of security held by, or amount of money owed to his clients by the party chargeable.

*(D) Re: The costs had been paid and there was failure to make protest at the time of payment:*

c For the purposes of the Act, only payment of a sufficient bill of costs previously delivered could constitute payment but not when payment is made without a previously delivered bill. See para 192 p. 148 of *Halsbury's Laws of England* 4th Edn. Vol. 44. And if a sufficient bill of cost has been delivered a party liable to pay may yet petition for an order of taxation even after the bill of cost had been paid, if special circumstances can be shown. See *Re Dawson & Bryan* [1860]; 28 Beav. 605, *Re Harding* [1847], 10 Beav. 250; *Re Massey* [1909], d 101 LT 517. As such, the respondent also fails on this score.

*(E) Re: The costs (though not bill of costs) was voluntarily paid, and through solicitors:*

Finally, and indeed, the linchpin of the respondent's contention is that the cost was paid voluntarily and petitioner was then represented by solicitors. In answer to this, Counsel for the petitioner Mr. R.R. Sethu drew the Court's attention to paras 7, 9, & 10 of the petition, e where the petitioner has stated that they had no choice but to pay the sum of RM40,000 on the respondent's fee in addition to the redemption sum, in order to secure the release of the shares as same had to be pledged with refinanciers. And, they had to pay this fee demanded even though the sum was manifestly excessive and unconscionable, for being apparently in respect of work done on the issue of a writ of summons against the petitioner filed under High Court Civil Suit No. 22-140-91, wherein the whole of the bank's claim had been settled f and fully paid even before the service of the relevant writ. The respondent had denied that there was pressure to pay. The question whether there was pressure, must be decided on the circumstances of each particular case. See *In Re Boycott* Vol. XXIV Ch D p. 571; CA 1885. I hold that a petitioner for an order for delivery of a bill of cost and taxation of same would only be required in his petition to show to the Court's satisfaction, that he was acting under pressure when he paid the amount demanded; and the fact that he was at the material g time represented by a solicitor is inconsequential.

The respondent's letter dated 28 June 1991 to the petitioner's solicitors were in the following terms:

| | |
|---|---|
| Your Ref: RR/P2/911<br>(PPB/UMBC/882/91) | Our Ref: 4701/HS/ps<br>Date: 28 June 1991 |
| h M/s. R. Rajasingam & Company<br>Advocates & Solicitors<br>Room 7, 2nd Floor,<br>28 Beach Street,<br>10300 Penang | By Fax/Post |

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Dear Sirs

**Re: Penang High Court CS No. 22-140-91**
**United Malayan Banking Corp Bhd. v.**
**Perusahaan Petanda Bintang Sdn. Bhd.**
**& 7 others**

Your fax dated 28 June 1991 refers.

Please note that the outstanding balance as at 26 June 1991 is RM17,232,858.70. As from 27 June 1991 till 30 June 1991 the daily interest accruing is RM5,191.90 whereafter the interest per day will differ as interest at Base Lending Rate (BLR) + 3% per annum is calculated on a monthly rests basis.

The legal fees incurred to date is approximately RM40,000 and you will be notified of the exact figure on the day settlement takes place.

Your proposal as faxed is not acceptable and therefore rejected.

Yours faithfully,
sgd.

c.c. The Assistant Manager
UMBC LSD
KL (YR: LSD/OBH/CLCY/g/91/5149

Followed closely by their second letter of 29 June 1991, the day after, which ran as follows:

Your Ref: RR/P2/91

Our Ref: 4701/HS/ps
Date: 29 June 1991

M/s. R. Rajasingam & Company
Advocates & Solicitors
Room 2, 2nd Floor
28 Beach Street
10300 Penang

By Fax/Post

Dear Sirs,

**Re: Penang High Court CS No. 22-140-91 United Malayan Banking Corp Bhd. v. Perusahaan Petanda Bintang Sdn. Bhd. & 7 Ors.**

Your fax dated 28 June 1991 refers.

From your fax, it is apparent that the legal fee was not included. Your clients' third party cheques would amount to RM17,260,400.

Therefore, kindly take instructions and confirm the legal fees at RM40,000 and request your clients to add Cashier's Order for the sum of RM38,418.20 to satisfy the total sum of RM17,298,818.20 owing to our client, the Bank, including costs to be handed on 1 July 1991 at 11.00 a.m. as suggested by you.

Please note that the Benta shares pledged to our client will only be delivered to your clients upon clearance of all the cheques tendered.

Yours faithfully,
sgd.

c.c.The Assistant Manager
UMBC LSD
KL (YR: LSD/OBH/CLCY/g/91/4858)

The fact that the sum of RM40,000 was excessive had not been challenged by respondent and the letter of 28 June 1991 also mentioned that the petitioner would have to pay daily interest calculated according to the following formula: "As from 27 June 1994 till 30 June 1991 the daily interest accruing is RM5,191.90 whereafter the interest per day will differ as interest at Base Lending Rate (BLR) + 3% per annum is calculated on a monthly rests basis". Thus considering the contents of the petition and the submissions of both Counsel I am satisfied that, not only the fee of RM40,000 charged by the respondent is, *prima facie*, grossly excessive and highly unconscionable but it is also clear from these two letters that the petitioner was under unbearable pressure then to pay whatever sum demanded by the respondent firm towards their purported fee, due to the escalating daily interests payable to the bank while the Benta shares were held by the latter. The respondent had also warned in his second letter that until clearance of the **Cashier's order** (which was the equivalent of cash) on their "fees incurred to date" and the **third party cheques** on the amount due to their clients, the Benta shares would not be delivered to the petitioner. Also, the last paragraph of the letter of 28 June 1991 seem to indicate that the petitioner had in fact proposed lower legal fees but it was "not acceptable and therefore rejected" by the respondent.

The Court should, in normal circumstances, be adverse to interfere in matters concerning cost paid through his solicitor, by a party liable to pay, but where the facts clearly disclose unconscionable conduct of a solicitor who uses his position as such to impose grossly excessive charges for his services - as here - the Court would be failing in its duty if, on the mere ground that the party had paid through a solicitor, it should refuse to intervene to ensure that the rights of a consumer of legal services are protected. Indeed, the various provisions of Part IV and Part IX of the Act has been put in place by the legislature specifically for the protection of such consumer of professional services.

For all the above reasons, I allowed the petitioner's petition as prayed under encl. 14A and B with costs on RM150 to the petitioner.

In postscript, I am constrained to mention with regret, the incident that occurred in the wake of this decision, when the respondent's application for leave to appeal and for stay, came up for hearing before me on 5 July 1994. Though that was a non-chamberday, I had four other chamber matters earlier scheduled for hearing. Responding to a certificate of urgency the Court immediately fixed the respondent's application as matter No. 5 on the hearing list. At about 9.00 a.m., immediately before the Court commenced the chamber-hearing, my interpreter informed me that Mr. Hira Singh made a request whether his application could be heard first on the list, as he said that he would have make the trip to Kuala Lumpur that morning to pursue his application in the (then) Supreme Court should leave and stay be turned down by me. I declined the request; heard the application as originally scheduled in the list, and dismissed his application for leave but allowed an interim stay pending his intended application to the Supreme Court. This application for leave and for stay was disposed of before lunch time, even according to the original list as matter No. 5. Whatever was the motive of Counsel's request, and in the manner he did, I would not presume to fathom. But the unfortunate impression thus conveyed to the Court smurks of a certain flavour of an attempt to coerce the presiding Judge. Be it noted that no Judge worth his salt would countenance any conduct by Counsel which could give rise to such unfortunate impression whether intended or unintended, by Counsel.